



Date 2/10/69

Agreement between The Ivy Network called "ADVERTISER" and
Campus Media Inc called "CAMPUS" to place advertising for Annheuser-Busch
on Radio Station SEE LIST. Product Budweiser.

Length of Broadcast	Hour	Days	Times Per Day	Total Number Times
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Commencement Date: 2/69 Expiration Date: 12/69

GROSS RATES:

Other charges:

Total:

Each Broadcast: \$ 229.50

For 2400 Broadcasts: IVY \$ \$ \$ 918.00

In return for said service, ADVERTISER agrees that PAYMENTS less \$ _____
are to be made as follows: _____ MONTHLY _____ Agency Commission

The first payment to be due: March 15, 19 69. \$ 918.00
TOTAL

By _____
Campus Media Inc

By _____ Agency
Officer _____

Address _____

City _____ State _____

Not valid until accepted by an officer of station indicated. Subject to conditions on back and any other conditions attached hereto:

CONDITIONS OF AGREEMENT

1. Payment and Billing

(a) ADVERTISER agrees to pay for broadcasts covered by this contract, at the office of CAMPUS or of its authorized representative, on or before the last day of the month following that in which the broadcasting is done unless otherwise stipulated on the face of this contract.

(b) In all cases date of payment is material and unless otherwise stipulated the postmark date on the envelope properly addressed to CAMPUS or its representative shall be considered the date when payment was made.

(c) CAMPUS will bill ADVERTISER at monthly intervals unless otherwise provided on the face of this contract. CAMPUS invoices shall be in accordance with notarized affidavits of performance provided by STATION, based on program logs. CAMPUS will provide ADVERTISER with copies of all such affidavits.

2. Effect of Breach

(a) *By Advertiser.* CAMPUS reserves the right to cancel this contract at any time upon default by ADVERTISER in the payment of bills, or any other material breach on the part of ADVERTISER of the conditions herein; and upon such cancellation all broadcasting done hereunder and not paid shall become immediately due and payable.

In the event of a cancellation by reason of a material breach by ADVERTISER, ADVERTISER shall pay to CAMPUS, as liquidated damages, a net sum equal to the actual out-of-pocket cost to CAMPUS, incurred through the cancellation of this contract, together with the amount owing at the earned rate, for broadcasts performed hereunder prior to such cancellation.

(b) *By Campus.* In the event of a cancellation by reason of material breach by CAMPUS, CAMPUS shall pay to ADVERTISER, as liquidated damages, a net sum equal to the actual out-of-pocket cost to ADVERTISER incurred through cancellation of this contract.

3. Time Rate

(a) *Published.* CAMPUS represents that all its time rates are published. CAMPUS shall furnish its rates to ADVERTISER if requested in writing.

(b) *Continuation of Contract.* If this contract is continued beyond the time specified herein by the placement of additional advertising by ADVERTISER, any applicable frequency discounts shall apply on the basis of the total number of spots during the entire contract period as so extended, provided there is no substantial lapse in the placement of such advertising.

(c) *Rate Protection.* Should STATION announce publicly new rates, such rates shall not affect advertising placed through CAMPUS for a period of six months from the effective date of such new rates, if such advertising was contracted for prior to such rate change.

(d) *Discounts earned.* All broadcasts placed with CAMPUS for the ADVERTISER for consecutive broadcasting within one academic year from the date of the first broadcast hereunder shall be combined for the purpose of calculating the total amount of discounts earned.

4. Broadcast Liabilities

(a) CAMPUS shall have no obligation or liability to ADVERTISER in the event STATION is unable to perform ADVERTISER's broadcast due to unforeseen natural, legal, labor, technical, or other difficulties. STATION shall have the right to cancel any broadcast or any portion thereof covered in this contract to broadcast any program which in its absolute discretion it deems to be of public importance or in the public interest.

(b) *Adjustment.* STATION shall reschedule any broadcasts thus preempted as soon as possible in a similar time period unless because of their nature such broadcasts shall have lost their timeliness in which case the broadcast shall be deemed cancelled without affecting the rates, discounts, or rights provided herein, except that ADVERTISER shall not be required to pay for the cancelled broadcast. STATION shall notify ADVERTISER through CAMPUS of any and all cancellations and of arrangements to make good. If ADVERTISER and STATION, through CAMPUS, cannot agree upon a satisfactory substitute time and day, the broadcast time preempted shall be considered cancelled without any liability on the part of CAMPUS or STATION.

(c) *Indemnification by Advertiser.* Except as otherwise hereinafter expressly provided, ADVERTISER will hold and save STATION and CAMPUS harmless against all liability for libel, slander, illegal competition or trade practice, infringement of trade-marks, trade names or program titles, violation of rights of privacy and infringement of copyrights and proprietary rights and music performing rights, resulting from the broadcasting of the broadcasts herein provided in the form furnished by ADVERTISER.

5. General

(a) This contract is subject to the terms of licenses held by STATION and is subject also to all Federal, State and Municipal laws and regulations now in force, or which may be enacted in the future.

(b) CAMPUS shall assume responsibility for providing material for broadcast by STATION at least 96 hours in advance of scheduled broadcast time only if such material is provided CAMPUS by ADVERTISER at least 10 days prior to broadcast time. CAMPUS shall not be responsible for Non-Receipt by station of any broadcast material which is to be provided the station through sources other than CAMPUS.

(c) *Station breaks.* ADVERTISER agrees that STATION may deduct from any period five minutes or longer not more than thirty seconds for station-break purposes.

(d) Performance of this Agreement is subject to acceptance of ADVERTISER's broadcast material by STATION. Non-acceptance may be due to conflicts with Operational Codes, operating procedures, or because of previous commitments.

(e) CAMPUS shall have no obligation or liability to ADVERTISER in all cases where STATION shall not accept ADVERTISER's broadcasts or when STATION fails to perform broadcasts, provided that such non-acceptance or non-performance is not caused by the wilful act of CAMPUS.

CAMPUS MEDIA BUDWEISER LIST OF IVY SCHOOLS

	<u>GROSS</u>	<u>NET</u>	<u>CAMPUS COMMISSION (15% NET)</u>
WVBR	1800	1530	\$229.50
WTBS	1800	1530	229.50
WRSU	1800	1530	229.50
WLRN	1800	1530	229.50
		<u>TOTAL --</u>	<u>\$918.00</u>

